

ATTACHMENT C-1

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Cross-Defendant McKesson Corporation

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO

McKESSON CORPORATION,

Plaintiff,

vs.

CONTINENTAL CASUALTY COMPANY,
et al.,

Defendants

AND RELATED CROSS-ACTIONS.

No. 910659

McKESSON CORPORATION'S
SUPPLEMENTAL RESPONSES TO
CERTAIN DEFENDANTS' FIRST SET
OF INTERROGATORIES

PROPOUNDING PARTY: Certain Defendants

RESPONDING PARTY: Plaintiff McKesson Corporation

SET NUMBER: One

Pursuant to Code of Civil Procedure section 2030, and after meeting and conferring with the propounding parties, plaintiff McKesson Corporation ("McKesson") hereby provides supplemental responses to Certain Defendants' First Set of Interrogatories. McKesson provides these supplemental responses subject to, and

1 without waiving, each and every objection contained in McKesson's Responses to
2 Certain Defendants' First Set of Interrogatories, dated March 4, 1993.

3 SUPPLEMENTAL RESPONSES TO INTERROGATORIES

4 INTERROGATORY NO. 1:

5 For each of the SITES, itemize the damages YOU claim as defense
6 expenses as of the date of YOUR answer, including but not limited to the identity of
7 the attorneys, consultants, and other sources whose fees and costs comprise those
8 expenses.

9 RESPONSE TO INTERROGATORY NO. 1:

10 McKesson asserts Objections 1, 3, and 6. McKesson also objects to the
11 interrogatory as vague and ambiguous insofar as it uses the undefined term "defense
12 expenses". We cannot tell whether defendants mean the term to include engineering
13 costs (e.g., incurred in the course of conducting a Remedial Investigation/Feasibility
14 Study). McKesson responds to the interrogatory on the basis of an assumption that
15 the defendants do not mean to refer to such engineering costs.

16 Pursuant to Cal. Code Civ. Proc. §2030(f)(2), said damages can be
17 ascertained from the invoices and other billings received from McKesson's counsel
18 and consultants, and said documents will be made available to the defendants. As of
19 September 30, 1992, such costs were approximately \$630,000.00 (Commerce City);
20 and \$120,000.00 (Union City). Such costs to date for Santa Fe Springs are \$8,084.

21 INTERROGATORY NO. 2:

22 For each of the SITES, itemize the damages YOU claim as indemnity
23 expenses which you seek to recover in this action as of the date of your answer,
24 including but not limited to the identity of the attorneys, consultants, and other sources
25 whose fees and costs comprise those expenses.

26 RESPONSE TO INTERROGATORY NO. 2:

27 McKesson asserts Objections 1, 3, and 6. McKesson also objects to the
28 interrogatory as vague and ambiguous insofar as it uses the undefined term "indemnity

1 SUPPLEMENTARY RESPONSE TO INTERROGATORY NO. 5:

2 Without waiving the foregoing objections, McKesson states that it owned
3 facilities at the following locations:

4 121 Dale Avenue, S.E.,
5 Alburquerque, New Mexico

6 1836 West Rogers Avenue
7 Appleton, Wisconsin

8 702 3rd Street, S.W.
9 Auburn, Washington

10 Columbia Nitrogen Drive
11 Augusta, Georgia

12 Cash & Silver Streets
13 Burlington, Iowa

14 1819 West Burlington Avenue
15 Burlington, Iowa

16 2 1/2 East Old Highway
17 Carlin, Nevada

18 2180 Irwindale Drive
19 Chamblee, Georgia

20 4901 Brookshire Boulevard
21 Charlotte, North Carolina

22 Three Riverside Lane
23 Chattanooga, Tennessee

24 5353 and 5419 Jillson Street
25 City of Commerce, California

26 402 McBride lane
27 Corpus Christi, Texas

28 4729 East Commerce
Fresno, California

6012 Murphy Street
Houston, Texas

North Railroad Street
Hummelstown, Pennsylvania

2000 Guinotte Avenue
Kansas City, Missouri

1 Ridgefield Industrial Park
2 Kingsport, Tennessee
3 500 North Pierce Street
4 Lafayette Parish, Louisiana
5 111 22nd Avenue
6 Minneapolis, Minnesota
7 2010 North Eagle Road
8 Normal, Illinois
9 3320 South Council Road
10 Oklahoma City, Oklahoma
11 8335 Enterprise Avenue
12 Philadelphia, Pennsylvania
13 4488 NW Yeon Avenue
14 Portland, Oregon
15 9733 Coach Road
16 Richmond, Virginia
17 1575 Marlborough Avenue
18 Riverside, California
19 2055 Hammond Drive
20 Schaumburg, Illinois
21 Camp Croft Industrial Park
22 Old Union Road
23 Spartanburg, South Carolina
24 220 South Barnes
25 Springfield, Missouri
26 6051 Highway 41A South
27 Tampa, Florida
28 2041 North Moseley Avenue
Wichita, Kansas

INTERROGATORY NO. 8:

State the names, employers, dates of employment, and present location of the insurance brokers YOU used for the acquisition and renewal of YOUR insurance from 1930 to the present.

1 RESPONSE TO INTERROGATORY NO. 8:

2 McKesson asserts Objections 3, 7, 8 and 9. From 1964 onward, the
3 following insurance brokerage firms were involved with the acquisition and renewal of
4 McKesson's liability insurance program: Johnson & Higgins; Fred S. James; J. H.
5 Minet; and Marsh & McLennan, Inc.

6 SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 8:

7 Additionally, but without waiving the foregoing objections, McKesson
8 states that the following insurance brokerage firms were involved with the acquisition
9 and renewal of McKesson's liability insurance program during the periods stated:

10 1960-67: John W. Herbert, Executive Vice President, J. H. Minet
11 (Canada) Ltd.
12 1967-70: Derek Dobbs, Vice President, J. H. Minet (Canada) Ltd.
13 1970-77: Richard Basco, Senior Vice President, Johnson & Higgins
14 1977-89: Derek Dobbs, Vice President, J. H. Minet (Canada) Ltd.
15 1989---: Marsh & McLennan

16 INTERROGATORY NO. 9:

17 State YOUR departments and/or employment positions which had or
18 currently have responsibility for procuring insurance and/or processing claims.

19 RESPONSE TO INTERROGATORY NO. 9:

20 McKesson asserts Objections 3, 7, and 8. From 1964 onward, each of
21 the following people was for a time McKesson's "risk manager" (in title and/or in
22 function), responsible for insurance placement:

23 Alan Pearce (1977 - Present)
24 Kevin Jones (1988 - Present)
25 John M. Foudy (1966 - 1987)
26 Tom Duffield (1976 - 1977)
27 Garrett Scholz (1974 - 1976)
28 Charlie Svihra (1964 - 1971)
Bill Aphugh (1964 - 1976)

1 SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 9:

2 Additionally, but without waiving the foregoing objections, McKesson
3 states that the employees identified below had responsibility for administration of risk
4 management claims during the periods stated:

5 1960-70: Charles Svhirra

6 1970-73: William Aphugh and Albert Reed

7 1973-75: Thomas Duffield

8 1975-77: Garret Scholz

9 1977-89: Alan Pearce

10 INTERROGATORY NO. 12:

11 State the relationship between McKesson Environmental Services ("MES")
12 and YOU, including the dates that MES existed, its location(s), the names of its
13 employees, whether any of its employees were YOUR employees, and the nature of its
14 services.

15 RESPONSE TO INTERROGATORY NO. 12:

16 McKesson asserts Objections 3, 6, 7, 8, and 9. From October 1, 1985 to
17 December 16, 1986, McKesson Environmental Services, Inc. ("MES") was a subsidiary
18 of McKesson Corporation. MES provided technical services consulting that assisted
19 clients in environmental compliance.

20 SUPPLEMENTARY RESPONSE TO INTERROGATORY NO. 12:

21 Additionally, but without waiving the foregoing objections, McKesson
22 states that, immediately prior to its acquisition by Clayton Environmental Systems in
23 December 1986, MES had approximately 50 employees and was located at 1252
24 Quarry Lane, Pleasanton, CA 94566. McKesson does not have MES' documents.

25 INTERROGATORY NO. 13:

26 Identify all testing that was performed at each of the SITES for the
27 presence of HAZARDOUS SUBSTANCES in the soil and/or groundwater prior to
28 YOUR notification of the UNDERLYING CLAIMS.

1 RESPONSE TO INTERROGATORY NO. 13:

2 McKesson asserts Objections 1, 3, 6, 7, and 8. Pursuant to Cal. Code
3 Civ. Proc. §2030(f)(2), such testing (if any) can be identified by way of sampling and
4 analysis records, and any such documents will be made available to the defendants.

5 SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 13:

6 Additionally, but without waiving the foregoing objections, McKesson
7 states that in the context of this interrogatory, the phrase "notification of the Underlying
8 Claims" is vague and ambiguous. McKesson assumes that this phrase refers to notice
9 from a regulatory agency requesting that McKesson conduct such testing and an
10 investigation. Subject to this interrogatory, McKesson responds as follows:

11 Investigation and testing at the sites was conducted at the request of various
12 government agencies and, therefore, subsequent to notification of the Underlying
13 Claims.

14 INTERROGATORY NO. 14:

15 Name the person(s) (including employer, position, and current location)
16 who negotiated on YOUR behalf the transaction in which YOU took control of the
17 Commerce City site.

18 RESPONSE TO INTERROGATORY NO. 14:

19 McKesson asserts Objections 3 and 7.

20 SUPPLEMENTARY RESPONSE TO INTERROGATORY NO. 14:

21 Without waiving the foregoing objections, McKesson states that, despite
22 diligent effort, it is not presently able to identify person or persons as requested in this
23 interrogatory.

24 INTERROGATORY NO. 15:

25 Name the person(s) who negotiated with YOU (or YOUR negotiating
26 representative) on behalf of the Woodbury Chemical Co. in the transaction in which
27 YOU took control of the Commerce City site.

1 RESPONSE TO INTERROGATORY NO. 15:

2 McKesson asserts Objections 3 and 7.

3 SUPPLEMENTARY RESPONSE TO INTERROGATORY NO. 15:

4 Without waiving the foregoing objections, McKesson states that, despite
5 diligent effort, it is not presently able to identify person or persons as requested in this
6 interrogatory.

7 INTERROGATORY NO. 16:

8 What compensation was given to Woodbury Chemical Co. in the
9 transaction in which YOU took control of the Commerce City site.

10 RESPONSE TO INTERROGATORY NO. 16:

11 McKesson asserts Objections 3, 7 and 9.

12 SUPPLEMENTARY RESPONSE TO INTERROGATORY NO. 16:

13 Without waiving the foregoing objections, McKesson states that, despite
14 diligent effort, it is not presently able to provide the information requested in this
15 interrogatory.

16 INTERROGATORY NO. 18:

17 Identify all modifications which YOU made to the Commerce City site
18 from the time YOU assumed control of the site to the present.

19 RESPONSE TO INTERROGATORY NO. 18:

20 McKesson asserts Objections 3, 7, 8, and 9.

21 SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 18:

22 Pursuant to meet and confer, counsel for Certain Defendants has agreed
23 to limit this interrogatory to construction-type modifications which involved earth-
24 moving and which occurred after McKesson acquired the Commerce City site.
25 Subject to these limitations, and without waiving the foregoing objections, McKesson
26 states that, between 1973 and 1975, a fence surrounding the premises was erected;
27 and between 1976 and 1977, the premises were paved.

1 INTERROGATORY NO. 19:

2 Identify all individuals (including their position and present location)
3 employed by YOU who were involved in the implementation of any modifications which
4 YOU made to the Commerce City site after assuming control of the site.

5 RESPONSE TO INTERROGATORY NO. 19:

6 McKesson asserts Objections 3, 7, 8, and 9.

7 SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 19:

8 Without waiving the foregoing objections, McKesson states that, despite
9 diligent effort, it is not presently able to identify person or persons as requested in this
10 interrogatory.

11 INTERROGATORY NO. 20:

12 At the time YOU assumed control of the Commerce City site were YOU
13 aware of the fire which had taken place at that site in 1965?

14 RESPONSE TO INTERROGATORY NO. 20:

15 McKesson asserts Objections 3, 7, and 9.

16 SUPPLEMENTARY RESPONSE TO INTERROGATORY NO. 20:

17 Without waiving the foregoing objections, McKesson states that, despite
18 diligent effort, it is not presently able to provide the information requested in this
19 interrogatory.

20 INTERROGATORY NO. 21:

21 What knowledge, if any, did YOU have of HAZARDOUS SUBSTANCE
22 contamination at the Commerce City site at the time YOU assumed control of that
23 site?

24 RESPONSE TO INTERROGATORY NO. 21:

25 McKesson asserts Objections 3 and 7.

26 SUPPLEMENTARY RESPONSE TO INTERROGATORY NO. 21:

1 Without waiving the foregoing objections, McKesson states that, despite
2 diligent effort, it is not presently able to provide the information requested in this
3 interrogatory.

4 INTERROGATORY NO. 22:

5 Identify (by name, job title, and current location) all individuals employed
6 by YOU with knowledge of HAZARDOUS SUBSTANCE contamination at the
7 Commerce City site at the time YOU assumed control of that site.

8 RESPONSE TO INTERROGATORY NO. 22:

9 McKesson asserts Objections 3 and 7.

10 SUPPLEMENTARY RESPONSE TO INTERROGATORY NO. 22:

11 Without waiving the foregoing objections, McKesson states that, despite
12 diligent effort, it is not presently able to provide the information requested in this
13 interrogatory.

14 INTERROGATORY NO. 23:

15 Identify the persons (by name and current location) employed by YOU
16 who were responsible for overall supervision of YOUR operations at the SITES.

17 RESPONSE TO INTERROGATORY NO. 23:

18 McKesson asserts Objections 1, 3, 6, 7, and 8. Further, McKesson
19 objects to the phrase "overall supervision of YOUR operations," on the grounds that it
20 is vague and ambiguous and overbroad. Individuals with supervising responsibilities
21 and knowledge about operations at the sites include: Dick Davis, Barry Blocker, Nick
22 Gardner and Dwight Landry. These individuals may be contacted through counsel for
23 McKesson Corporation.

24 INTERROGATORY NO. 24:

25 For each person identified in YOUR response to Interrogatory No. 23, list
26 the person's job title, dates of employment for each position, and a brief description of
27 the duties and responsibilities of each position.
28

1 RESPONSE TO INTERROGATORY NO. 24:

2 McKesson asserts Objections 1, 3, 6, 7, and 8. Mr. Blocker was
3 President of McKesson Chemical Company. Mr. Davis was Vice President, Materials
4 Management of McKesson Chemical Company. Mr. Gardner was Manager of
5 Compliance for the Western Region and Mr. Landry was Manager of Operations for
6 the Western Region.

7 SUPPLEMENTAL RESPONSE TO INTERROGATORIES NOS. 23 AND 24:

8 Additionally, but without waiving the foregoing objections, McKesson
9 states that Messrs. Blocker, Davis, Gardner and Landy (all identified in McKesson's
10 initial responses) had supervisory responsibility at all three sites.

11 Mr. Blocker, as President of McKesson Chemical Company, had overall
12 supervisory responsibility for the entire company. Mr. Blocker was employed by the
13 company from April 1, 1976 through October 31, 1989. Mr. Davis, Vice President,
14 Materials Management, was in charge of operations for the entire company. Mr. Davis
15 was employed by the company from August 1, 1979 through October 31, 1986. Mr.
16 Landry, Manager of Operations for the Western Region, was in charge of operations
17 for the Western Region and reported to Mr. Davis. Mr. Gardner, Manager of
18 Compliance for the Western Region, managed the compliance and environmental
19 regulatory work for the Western Region and reported to Mr. Landry.

20 The Facility Managers at Union City were Joe Ripp and Jep Fuller. Mr.
21 Ripp was employed by the company from August 1, 1978 through October 31, 1986.
22 Mr. Fuller was employed by the company from December 8, 1976 through October 31,
23 1986. The Operations Manager at Union City was Kurt Danziger. Mr. Danziger was
24 employed by the company from May 1, 1978 through October 31, 1986. None of
25 these individuals is a current McKesson employee.

26 The Facilities Manager at Santa Fe Springs was Stan Barnhill. Mr.
27 Barnhill is not a current McKesson employee.

1 The Facilities Manager at Commerce City was Don Wozniak. Mr.
2 Wozniak was employed by the company from May 16, 1977 through October 31,
3 1986. The Administration and Operations Manager at Commerce City was George
4 Martin. The Warehouse Manager at Commerce City was Joe Castro. Mr. Castro was
5 employed by the company from October 22, 1959 through October 31, 1986. None of
6 these individuals is a current McKesson employee.

7 McKesson has yet to locate employment dates for Messrs. Landry,
8 Gardner, Barnhill, and Martin. McKesson will provide such information, if and when it
9 is located.

10 Facilities Managers had overall responsibility for the operations at each
11 facility. Operations and Warehouse Managers were responsible for distribution
12 (product handling) at each facility.

13 The individuals identified in these supplemental responses may be
14 contacted through counsel for McKesson.

15 INTERROGATORY NO. 26:

16 For each of the years that YOU operated each of the SITES, state the
17 approximate number of persons employed by YOU at that site.

18 RESPONSE TO INTERROGATORY NO. 26:

19 McKesson asserts Objections 1, 3, 6, 7, 8, and 9.

20 SUPPLEMENTARY RESPONSE TO INTERROGATORY NO. 26:

21 Without waiving the foregoing objections, McKesson states that, despite
22 diligent effort, it is not presently able to provide the information requested in this
23 interrogatory.

24 INTERROGATORY NO. 27:

25 For each of the years that YOU operated each of the SITES, describe in
26 detail the nature of any and all operations which YOU conducted at the SITES
27 involving HAZARDOUS SUBSTANCES.

1 RESPONSE TO INTERROGATORY NO. 27:

2 McKesson asserts Objections 1, 3, 6, 7, 8, and 9. McKesson operated
3 the Commerce City site as a chemical distribution facility from 1971 to 1986.
4 McKesson operated the Santa Fe Springs site as a bulk repackaging facility and
5 distribution facility for hydrogen peroxide, corrosives and solvents from 1976 to 1986.
6 It was also used to temporarily store work products. McKesson operated the Union
7 City site as a chemical repackaging and distribution facility from 1971 to 1986. It was
8 also used temporarily to store work products.

9 SUPPLEMENTARY RESPONSE TO INTERROGATORY NO. 27:

10 Without waiving the foregoing objections, McKesson states that, despite
11 diligent effort, it is not presently able to provide additional information responsive to
12 this interrogatory.

13 INTERROGATORY NO. 28:

14 For each of the operations identified in YOUR response to Interrogatory
15 No. 27, list all HAZARDOUS SUBSTANCES involved in those operations.

16 RESPONSE TO INTERROGATORY NO. 28:

17 McKesson asserts Objections 1, 3, 6, 7, 8, and 9.

18 McKesson interprets this interrogatory to inquire about those substances
19 identified as chemicals of concern for action levels at the sites.

20 5400 Monroe, Commerce City, Colorado:

21 Alderin; Arsenic, Chlordane; 4,4DDT; Dieldrin; PCDD;

22 Tetrachloroethene ("PCE"); Toxcephene; Trichloroethane ("TCE");

23 Zinc. For some of these substances quantities requiring

24 remediation have not been identified.

25 9005 Sorensen, Santa Fe Springs, California:

26 1,1,TCA; 1,2,DCE; Methylene chloride; PCE; TCE.

27 33950 7th Street, Union City, California:

1 1,1DCE; 1,1,1TCA; TCE; PCE; 11DCA; Cis-1,2-DCE; Chloroform;
2 Freon 11.

3 SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 28:

4 Additionally, but without waiving the foregoing objections, McKesson
5 states as follows:

6 Commerce City: Chemicals present in the soil are/were pesticides,
7 volatile organic compounds, dioxins/furans, metals, semivolatile organic compounds,
8 and base neutral acids. Soil requiring remediation was generally controlled by
9 pesticide contamination. Pesticides were manufactured/packaged at the site by
10 Woodbury Chemical Company, prior to McKesson's acquisition of the site. McKesson
11 operations involved handling of various solvents; it did not handle or use pesticides at
12 the site. During remediation, a single drum containing an unidentified solvent was
13 unearthed adjacent to the McKesson property. The origin and circumstances of the
14 drum are unknown. It was disposed of as hazardous material.

15 Union City: Chemicals present in the soil/groundwater are/were as
16 follows: 1,1-dichloroethene; 1,1,1-trichloroethane; trichloroethene; tetrachloroethane;
17 and acetone. These chemicals were handled in the course of McKesson operations at
18 this site. Additional chemicals handled include: Sodium hypochlorite; sulfur dioxide;
19 hydrochloric acid; sulfuric acid; nitric acid; phosphoric acid; isopropyl alcohol;
20 methanol; muriatic acid; toluol; nitromethane; 1,1,2-trichlorotrifluoroethane. Metals
21 present in the soil/groundwater include: Arsenic; barium; cadmium; chromium;
22 copper; iron; lead; manganese; mercury; selenium; silver; and zinc. Prior to
23 McKesson's operations, the property was used for agricultural purposes.

24 Santa Fe Springs: Chemicals present in the soil and groundwater are
25 trichloroethene, 1,1,-trichloroethane, methylene chloride, and 1,1-DCE; chemicals
26 present in the groundwater also include 1,1-DCA, MIBK, MEK, and B-TEX. McKesson
27 operations involved the following chemicals: methylene chloride; sodium hydroxide;
28 1,1,1-trichloroethane sulfuric acid; hydrochloric acid; triton X-100; freon 113; diethylene

glycol; ethylene glycol; nitric acid; acetic acid; potassium hydroxide; glycol ether; sorbitol; tetrachloroethane; propylene glycol; trichloroethylene; naplum, and hydrofluoric acid. Prior to McKesson's operations, the property was used for agricultural purposes. It is believed that McKesson's operations did not involve handling/use of MIBK, MEK, or B-TEX.

INTERROGATORY NO. 29:

Have there been discussions at any board of directors meetings, officers meetings, or shareholders meetings on the following subjects: any of the SITES; hazardous substance storage, containment, discharge, emission, disposal, management, treatment, hauling, handling, release, removal, or transportation at any of the SITES; liability, property, or environmental impairment liability insurance; claims RELATING TO the SITES; and possible releases of HAZARDOUS SUBSTANCES at the SITES.

RESPONSE TO INTERROGATORY NO. 29:

McKesson asserts Objections 1, 2, 4, 5, 6, 7, 8, and 9. McKesson is searching its records to determine whether there have been any such discussions, and if such records exist will, pursuant to Cal. Code Civ. Pro. §2030(f)(2), will produce the relevant portions of such documents.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 29:

Additionally, but without waiving the foregoing objections, McKesson states that, pursuant to Cal. Code of Civ. Pro. §2030(f)(2), McKesson has produced the relevant, non-privileged portions of such documents.

INTERROGATORY NO. 31:

Did YOU take corrective measures to contain, clean up, remove, remedy or otherwise respond to spills, leaks, and other releases of HAZARDOUS SUBSTANCES at, near, or emanating from any of the SITES. If so, describe the corrective measures taken at each of the SITES.

1 RESPONSE TO INTERROGATORY NO. 31:

2 McKesson asserts Objections 1, 3 and 6. Pursuant to Cal. Code Civ.
3 Proc. §2030(f)(2), corrective measures and remediation of contamination at the sites
4 are described in the documents which have been and will be made available to the
5 defendants.

6
7 SUPPLEMENTARY RESPONSE TO INTERROGATORY NO. 31:

8 Additionally, but without waiving the foregoing objections, McKesson
9 states that corrective measures and remediation of contamination, both undertaken
10 and planned, are fully described in the various consultant reports, including those
11 prepared by Harding Lawson Associates and particularly the Remedial Investigation
12 Feasibility Studies and Remedial Action Plans, which have been made available to the
13 defendants.

14 INTERROGATORY NO. 32:

15 For the SITES YOU have owned, have YOU had a budget for
16 investigation and cleanup of HAZARDOUS SUBSTANCES at each of those SITES over
17 the years of YOUR ownership of those SITES. If so, state what years YOU had a
18 budget for those particular SITES.

19 RESPONSE TO INTERROGATORY NO. 32:

20 McKesson asserts Objections 1, 3, 4, 5, 6, and 7.

21 SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 32:

22 Without waiving the foregoing objections, McKesson states that it
23 requests and receives a yearly budget from its environmental consultants for the
24 investigation and remediation work at each of the sites.

25 INTERROGATORY NO. 37:

26 For the period of 1940 to the present, identify every policy of insurance
27 issued with respect to the SITES under which YOU are an additional insured.
28

1 RESPONSE TO INTERROGATORY NO. 37:

2 McKesson asserts Objections 1, 3, 8, and 9.

3 SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 37:

4 Without waiving the foregoing objections, McKesson states that, despite
5 diligent effort, it is not presently able to provide the information requested in this
6 interrogatory.

7 INTERROGATORY NO. 38:

8 Identify for each of the SITES, each of YOUR present and former
9 subsidiaries, affiliates, divisions, predecessors and/or successors in interest who may
10 be responsible for the presence of HAZARDOUS SUBSTANCES at, near, or emanating
11 from the SITES.

12 RESPONSE TO INTERROGATORY NO. 38:

13 McKesson asserts Objections 1, 3, 4, 5, 6, 7, 8, and 9. These sites were
14 operated by the former division of McKesson Corporation, McKesson Chemical
15 Company.

16 SUPPLEMENTAL RESPONSE TO INTERROGATORY NO.38:

17 During the meet and confer process, counsel for Certain Defendants
18 stated that this interrogatory seeks identification of all potentially responsible parties at
19 the sites. Although this explanation is broader than the actual interrogatory posed, in
20 the spirit of cooperation, but without waiving the foregoing objections, McKesson
21 responds as follows: The sites were operated by McKesson Chemical Company, a
22 former division of McKesson Computers.

23 Union City: There is no presently known other potentially responsible
24 party for the contamination emanating from the site. While there might be down
25 gradient commingling of the plume, it has not yet been determined who, if anyone,
26 might be potential responsible parties.

27 Commerce City: The 1965 fire at the Woodbury Chemical Company
28 pesticide facilities resulted in significant soil contamination. Farmland Industries,

1 successor to Woodbury Chemical Company, is participating with McKesson in the
2 investigation and remediation.

3 Santa Fe Springs: At present, no other potentially responsible parties
4 have been identified. As investigation of groundwater contamination continues, other
5 potentially responsible parties may be determined.

6 INTERROGATORY NO. 39:

7 For each of the SITES, identify the potential sources and/or causes of
8 the contamination of the groundwater and/or soil.

9 RESPONSE TO INTERROGATORY NO. 39:

10 McKesson asserts Objection 1. Pursuant to Cal. Code Civ. Proc.
11 §2030(f)(2), the potential sources and/or causes of contamination of the ground water
12 and/or soil are discussed in the documents McKesson has and/or will make available
13 to defendants.

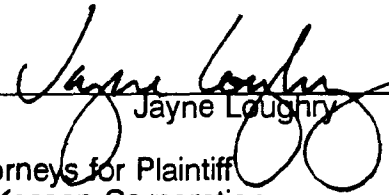
14 SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 39:

15 Additionally, but without waiving the foregoing objections, McKesson
16 states that potential sources and/or causes of soil and/or groundwater contamination
17 are discussed in the various consultant reports, particularly the Remedial Investigation
18 Feasibility Studies, and documents issued by involved governmental agencies,
19 particularly orders, which have been made available to the defendants.

20 DATED: June 15, 1993

21 DONALD W. BROWN
22 JAYNE LOUGHRY
23 DAVID E. WEISS
24 BROBECK, PHLEGER & HARRISON

25 By


26 
27 Jayne Loughry
28 Attorneys for Plaintiff
McKesson Corporation

1
2
3 VERIFICATION
4

5 I, Nancy Miller, am the Corporate Vice President and Secretary for
6 McKesson Corporation. I have read McKesson Corporation's Supplemental
7 Responses to Certain Defendants' First Set of Interrogatories. I am informed and
8 believe that the matters stated therein are true and correct, and on that ground allege
9 that they are true and correct.
10

11 I declare under penalty of perjury, under the laws of the State of
12 California, that the foregoing is true and correct.

13 Executed this 15 day of June, 1993, at San Francisco, California.
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17 Nancy Miller
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Master Service List For McKesson v. CNA

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Master Service List For McKesson v. CNA

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